



TURF TO TREES PROGRAM

APPLICATION AND AGREEMENT

Tree planting is the most cost-effective stormwater management practice the County can implement to manage stormwater runoff. The County's Water Protection and Restoration Fund is financing the Turf to Trees Program (the "Program") because the Program will benefit the citizens of the County by helping the County achieve the federally mandated goals of the County's stormwater management permit. Under the Program, the County plants tree at optimal locations for stormwater management and the residents take over the long-term expense and effort of maintaining the trees. I have read and understand the description of the Program (and I agree to participate in the Program). I will accept the trees supplied and planted by the County at the optimal location to achieve the stormwater management goals and hereby agree to the following terms and conditions of participation in the Program:

1. I understand that I am responsible for the care of the trees planted on my property. The success of the Program depends upon the long-term maintenance of these trees and I will perform maintenance tasks as necessary, including, but not limited to watering, fertilizing, protecting from deer and other pests and removing the tree shelters at an appropriate time. I will not cut down, sell, remove, relocate, or otherwise intentionally destroy the trees.
2. I understand the restrictions regarding installation of the trees provided under the Program as follows.
 - a) Trees shall be located as set forth on the tree plan created as a condition of acceptance in the Program.
 - b) Trees may not be planted in utility right-of-ways such as, but not limited to water, sewer, natural gas, or oil pipelines.
 - c) Trees may not be planted within forty-five (45) feet of an overhead utility line.
 - d) I understand that there is no guarantee of the survivability of the trees provided.
 - e) I understand that trees will not be planted within 15' of my house or paved surfaces as roots and branches may have damaging effects.
3. I understand that I am responsible for obtaining any required approvals for planting the trees on my property from community associations in accordance with the applicable community covenants.
4. I understand that before digging, Howard County will take the necessary measures to locate and avoid underground lines and cables by calling Miss Utility at (800) 282-8555.
5. I hereby certify that my property contains the following personal underground pipes or wires, such as invisible fences, lighting, security system, or irrigation system and I have accurately indicated the location of such lines or pipes to the County: _____.
6. I agree to indemnify, defend and hold harmless the County from and against all claims, action, damages, liability, and expenses, including attorney's fees, relating to damage to or loss of property or personal injuries that arise from the trees on my property and which were not caused solely by the County's negligence. This indemnification is not to be deemed as a waiver of any immunity that may exist in any action against the County.

7. I shall execute a Right of Entry Agreement in the form attached hereto for Howard County and its employees and contractors to enter my property and plant the trees in accordance with the Tree Plan.

I, the undersigned, certify that I am the owner of the property at the address below and I have read, fully understand, and agree to be bound by the conditions for participation in the Tree Canopy Program. I understand that if I fail to comply with all of these conditions as long as I own the property, I am obligated to reimburse Howard County, Maryland for the cost of the trees supplied and planted.

Property Address: _____

Property Acreage: _____ Approximate Acreage to be Planted: _____

Names and Contact Information for Each Owner of the Property:

Printed Name

Telephone: _____

Email Address: _____

Signature

Date Signed: _____

Printed Name

Telephone: _____

Email Address: _____

Signature

Date Signed: _____